

RELEASE IN FULL AND INDEMNIFYING AGREEMENT

1. For that consideration specifically set forth in subparagraphs (A) through (E) of Paragraph 1 of this Instrument and no other consideration, Shawna Chavez, and her agents, heirs, successors, assigns, personal representatives, employees, and any persons or parties subrogated to her rights and any persons or parties having any rights of representation through her, (all of whom are hereinafter referred to collectively as Releasor), forever release and discharge Northern New Mexico College and its respective heirs, predecessors, successors, assigns, agents, employees, employers, insurers, executors, personal representatives, partners and partnerships, corporations and professional associations, shareholders of corporations, officers, directors, and administrators, and all other employees, engineers, technicians and company staff, and all persons, firms, and attorneys, (all of whom are hereinafter referred to collectively as Releasees) from any and all claims, demands, damages, suits or causes of action of whatsoever kind or nature arising out of or in any way related to Shawna Chavez, her employment, or the termination of her employment with Northern New Mexico College.
2. The consideration for this Release is as follows:
 - A. Releasor shall receive as full and final settlement the total sum of Seventeen Thousand Dollars (\$17,000.00), which sum includes, but is not limited to, payment for all alleged injuries and damages, including but not limited to amounts for all past and future medical and psychiatric care, lost wages, pain and suffering and all other damages costs, and other expenses and attorney's fees of every kind and nature related to or arising from the incidents and events more particularly described in Paragraph 1 above, and which sums are hereby paid on behalf of all Releasees in exchange for which, Releasor fully releases and discharges all Releasees as set forth in Paragraph I of this instrument.
 - B. Releasor shall fully release and indemnify Releasees as provided in this instrument and shall forever forebear and refrain from filing any action, claim or lawsuit of any kind whatsoever against Releasees for anything related to or arising from those incidents and events more particularly described in Paragraph 1 of this instrument; Releasor hereby warrants that no other person or legal entity aside from the Releasor or her insurers, have paid any doctor, hospital or other medical costs or any other payments to, for or on behalf of Shawna Chavez or which such persons or legal entities have or may have a claim against the Releasees for subrogation, reimbursement or otherwise. Releasor also warrants that no person or legal entity has made any claim or expressed any intent to

make any claim for subrogation, reimbursement or otherwise as a result of payment of doctor, hospital or other medical costs, funeral or any other payments to, for or on behalf of Shawna Chavez.

- C. Releasor will indemnify, defend and hold harmless the Releasees from all claims or lawsuits arising out of any mental, physical, emotional, psychological and psychiatric injuries sustained by Releasor: 1) if the claims or lawsuits are brought by the Releasor; 2) or by anyone who asserts the right to bring such claims or lawsuits because of their relation to the Releasor; 3) or if the claims or lawsuits are brought by third parties seeking subrogation or reimbursement for payments made by them on behalf of Releasor for services provided for injuries allegedly received by Releasor as a result of the Releasees alleged negligence or wrongdoing; 4) or if Releasor sues any entity not released here for damages arising out of any injuries to Releasor and a claim or demand is made against Releasees.
- D. Releasor further states, swears and affirms that the Releasor has not otherwise incurred medical expenses, which were paid or provided or reimbursed by an insurer, civilian agency, and/or by a military agency or instrumentality of the United States under circumstances entitling said insurer, agency or instrumentality of the United States to recover those expenses from the released parties under 42 U.S.C. §~265 1-2653 or other statute or law of the United States, or by Medicaid or Medicare, except as acknowledged above, and as the undersigned, Releasor assumes responsibility for payment of same and shall indemnify and hold harmless the released parties, their heirs, executors, administrators, successors, attorneys and assigns of and from any and all claims, judgments and reimbursements, arising under any federal statutes or law, or otherwise from claims of any person(s), firm(s), corporation(s) or entity(is), including claims for reimbursement, contribution, or by reason of any lien or claim of lien, or arising out of any claimed right of subrogation or loan receipts, such indemnification to include reasonable attorney fees, court costs, and expenses.
3. Releasor hereby acknowledges full settlement and satisfaction of all claims of whatsoever kind or character which she may have against the parties herein released by reason of the abovementioned damages, losses or injuries.
4. Releasor further understands that Releasees, by agreeing to this compromise and settlement, do not admit any liability of any kind and that liability has at all times been denied, and that the settlement evidenced by this Instrument is a compromise to avoid further expenses of litigation and to terminate all controversy and claim against Releasees of whatsoever nature, known or unknown, including further developments thereof in any way growing out of or

connected with the incidents or matters described more particularly in Paragraph 1 of this Instrument.

5. Releasor expressly represents and declares that, notwithstanding the damages or injuries known at this time or which may be subsequently discovered by Releasor, compensation for all known and unknown damages sustained by Releasor as a result of the aforesaid incidents and events are included in the consideration paid for this Release and that no further claim can or will be made therefor.
6. Releasor further agrees that this Release in Full and Indemnifying Agreement shall be binding upon her heirs, executors, personal representatives, administrators, assigns, agents, employees, and any and all persons or entities which are or may be subrogated to the rights of the Releasor, or which may have any rights of representation through the Releasor. All agreements and understandings between the parties are embodied and expressed herein and the terms of this Release are contractual and are not a mere recital.
7. RELEASOR HAS FULLY READ THE FOREGOING RELEASE AND INDEMNIFYING AGREEMENT, FULLY UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Shawna Chavez
SHAWNA CHAVEZ

STATE OF NEW MEXICO
) ss
COUNTY OF Rio Arriba

The foregoing Release in full and Indemnifying Agreement was acknowledged, subscribed, and sworn to by Shawna Chavez, Releasor before me this 14th day of July, 2015, who is known to me.

Jennifer Herrera
NOTARY PUBLIC

My Commission Expires:

2-10-14

